

COLLECTIVE BARGAINING AGREEMENT

Between

THE COUNTY OF BERGEN

and

POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL 49, BERGEN COUNTY POLICE DEPARTMENT

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JANUARY 1, 2001 THROUGH DECEMBER 31, 2004

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LOCCKE & CORREIA P.A.  
24 Salem Street  
Hackensack, New Jersey  
07601

(201) 488-0880

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THIS AGREEMENT, made this            day of            , 2000, by  
and between the COUNTY OF BERGEN, hereinafter referred to as  
"County", and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 49, BERGEN  
COUNTY POLICE DEPARTMENT, hereinafter referred to as "Local 49".

WHEREAS, the County and Local 49 recognize that it will be to  
the benefit of both to promote mutual understanding and foster a  
harmonious relationship between the parties to the end that  
continuous and efficient service will be rendered to and by both  
parties;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

1. The County hereby recognizes Local 49 as the exclusive representative of all County Police Officers excluding only the titles of Chief of Police and Deputy Chief.

2. The title "Officers" shall be defined to include the plural as well as the singular, and to include females.

## ARTICLE II

### TERM OF CONTRACT

This Agreement shall be in force from January 1, 2001 through December 31, 2004. All provisions shall remain in full force and effect until a new contract is executed. All economic terms of this Agreement shall be retroactive to January 1, 2001, except as otherwise herein provided.

## ARTICLE III

### COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment and bargainable issues shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) additional representatives of each party, plus counsel and two (2) experts, shall participate in collective negotiating meetings, except by consent of both parties.

2. Collective negotiations for the contract period beginning January 1, 2005 shall commence on or about September 5, 2004.

3. The Local representatives (not exceeding the number shown in Section 1) on duty shall be permitted to attend regularly scheduled negotiating sessions without loss of pay. No other payment will be made to Association representatives for the negotiating sessions.

## ARTICLE IV

### PRESERVATION OF RIGHTS

1. Nothing in this contract shall abrogate the existing management rights of the elected or appointed officials in charge of the various Departments of County Government subject to this Agreement and to all applicable Federal, State laws, rules and regulations and the existing rights of Employees.

2. The County agrees that all benefits, terms and conditions of employment relating to the status of the County Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.



## ARTICLE V

### DISCRIMINATION

This contract shall be subject to all State and Federal regulations on discrimination. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the unit because of membership or activity in either the PBA or group constituting said unit.

ARTICLE VI

RESIDENCY

Employees covered by this Agreement may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of Bergen County.

## ARTICLE VII

### NOTIFICATION OF CHANGES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

## ARTICLE VIII

### SALARIES

1. The base annual salaries for the year 2001 for all Employees covered by this Agreement are set forth in **Schedule A**. This salary schedule reflects the parties' efforts to have placed the salaries for all Bergen County Police Officers at a representative position based upon the maximum Police Officer's salary (top step) being at the ninety-fifth (95%) percentile of those Bergen County law enforcement agencies listed in **Appendix B**.

2. Each year the annual salaries for all Employees covered by this Agreement shall be computed based upon the current year maximum base annual salary (top step) for Patrolmen or Prosecutor's Senior Investigators in Bergen County law enforcement agencies listed in **Appendix B**. The maximum Bergen County Police Officers' base annual salary (top step) for each year shall be at the ninety-fifth (95%) percentile of the maximum base annual salaries for Patrolmen or Prosecutor's Senior Investigators in the respective agencies listed in **Appendix B**. Not less than ninety-five (95%) percent of those agencies shall have a maximum base annual salary for Patrolmen for said year which is below the maximum base annual salary of the Bergen County Police Officer. All computations shall be from the top of the list.

3. Computation shall be based upon the current year salaries

for the said agencies and shall be settled as of September of each respective year at the then current wage rates. All computation shall be from the top of the list.

4. The PBA shall have the annual right to strike one Bergen County law enforcement agency from the attached list (Schedule B) and have said stricken agency replaced by any other Bergen County municipality of the PBA's choosing, provided that same is done by notice in writing to the County no later than September 1 of the respective year.

5. Those Employees covered by this Agreement above the rank of Police Officer shall receive salary increases for each year calculated as follows: The top step police officer's base wage shall be computed pursuant to the above paragraphs. The Sergeants base pay shall be calculated at 9% above the base pay for police officers. The base pay of a Lieutenant shall be fixed at 9% over the Sergeants base as calculated in this paragraph. The base pay of a Captain shall be fixed at 9% over the Lieutenant's base as calculated in this paragraph. The base pay of an Inspector shall be fixed at 9% over the Captain's base rate as calculated in this paragraph.

The base annual salaries for Sergeants, Lieutenants, Captains and Inspectors shall be payable to said Employees immediately on promotion to each of the said ranks.

6. The initial base annual salary for Police Officers hired

during the term of this Agreement shall be Seventeen Thousand (\$17,000) Dollars. New Police Officers hired on or after January 1, 2001 shall be on a five (5) annual salary steps salary guide. Top step police officer pay for employees hired on or after January 1, 2001 only shall be attained upon completion of five (5) years of service.

There shall be five (5) equal annual salary step increments to maximum base annual salary (top step) for Police Officers. The effective date for the entitlement to such annual salary step increment shall be the anniversary date of the individual Employee's initial date of hiring. The pay rate for each annual salary step for those Police Officers below the maximum for their grade shall have their annual rates computed by subtracting the starting salary from the maximum annual salary rate for Police Officers in each of the said years and dividing the difference by five (5). The base annual salary of Police Officers having completed one (1) year of service shall be plus one-fifth ( $1/5$ ) such difference. The base annual salary of Police Officers having completed two (2) years of service shall be the starting salary plus two-fifths ( $2/5$ ) such difference. The base annual salary of Police Officers having completed three (3) years of service, shall be the starting salary plus three-fifths ( $3/5$ ) such difference. The base annual salary of Police Officers having completed four (4) years of service shall be the starting salary plus four-fifths

(4/5) such difference. After five (5) years of service a Police Officer shall receive the maximum base annual salary for his grade.

7. Recognizing that some of the agencies listed in Appendix B may finalize their annual pay rates after January 1 of each of either of the said years, the parties to this contract agree that there shall be an advance payment across-the-board annually payable as soon as practicable after January 1 of each year for all Employees covered by this Agreement. Final pay rate adjustments as provided herein shall be made not later than September 1 of each year, respectively, for each of the years covered under this Agreement. The annual advance payment due on January 1 of each year, or as soon thereafter as it can be paid, shall be Two Thousand Two Hundred Fifty (\$2,250.00) Dollars.

8. All Employees covered by this Agreement, who have completed sixteen (16) or more years of Police service shall receive a base rate of compensation equal to the base rate for their rank, as is calculated above in this Article, plus one-half ( $\frac{1}{2}$ ) the rank differential to the next higher rank. (For example, a Police Officer would receive Police Officer's pay plus one-half ( $\frac{1}{2}$ ) of the then current rank differential to Sergeant as said Police Officer's base rate.). This special base pay rate category shall be effective for all ranks in the bargaining unit and shall be referred to as "Senior Officer Status". At least four (4) years of the sixteen (16) years required to qualify for the benefit under this Article shall be in the service of Bergen County.

ARTICLE IX .

LONGEVITY -

1. Payments shall be made to Employees with unbroken, continuous, long-term service to the County, as follows:

(A) Completing 72 Months (6 Years) \$200.00

(B) Completing 108 Months (9 Years) \$400.00

(C) Completing 168 Months (14 Years) \$800.00

(D) Completing 228 Months (19 Years) \$1,000.00

(E) Authorized leaves of absence for illness disability shall not be considered a break in service.

2. Longevity payments shall be paid as increases in the base rate of pay and shall be paid in the regular biweekly pay.



## ARTICLE X

### HEALTH BENEFITS

1. The County shall continue to provide all Employees and members of their immediate family covered under the present coverage with not less than the same level of hospitalization and other coverage, as is now provided. In the event that the insurance carrier for the County shall refuse to carry or continue said insurance coverage, then, in that event, the County shall immediately apply to a new insurance company for the identical insurance as is now provided, provided that there shall be no interruption of insurance coverage afforded. In the event that there is any insurance interruption on coverage, then the County shall be responsible for the period during said interruption and shall pay all medical bills incurred, as would have been paid had the policy remained in effect.

2. The level of benefits provided in accordance with the provisions of Chapter III, Public Laws of 1973, premiums for benefits in the State Health Benefits Program shall be paid by the County for those Employees in the unit who retire, providing that they have served a minimum of twenty-five (25) years as set forth in the Act.

#### 3. Dental Insurance

The County shall provide a Dental Benefits Insurance Program

at a benefit level not less than the plan provided by the New Jersey Dental Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program II-B (commonly referred to as the UCR Plan), which plan provides for a maximum annual benefits in the amount of One Thousand (\$1,000.00) Dollars for dental services and maximum annual benefits of One Thousand (\$1,000.00) Dollars for orthodontic services with a Twenty-Five (\$25.00) Dollar deductible, per patient, per calendar year with co-payment thereafter based upon stated percentages of usual and customary rates. All insurance premiums for coverage under the dental plan be paid by the County.

4. Effective January 1, 2001 the employer shall provide a prescription drug program for all employees covered by this contract and their families with the following co-payments:

Generic Drugs - \$5.00 co-payment

Brand Name Drugs - \$15.00 co-payment

All mail order drugs - No co-payment

The employer has the right to change the source of prescription coverage so long as said change does not result in any reduction in benefits.

5. Employees covered by this Agreement shall receive One Hundred Fifty (\$150.00) Dollars as an annual benefit for eye care. Reimbursement shall be by voucher upon presentation of receipts. This benefit shall apply to Employees only.

6. In the event the County desires to enter into a program of self-insurance regarding coverage for the items set forth above, the parties agree to reopen negotiations solely as to this issue; provided, however, that no change in the Agreement shall be effective without the consent of both parties.

7. Employees hired on or after July 1, 1997 shall receive the same health benefit program however said program shall have a deductible of Two Hundred Dollars (\$200) per year for individuals and Four Hundred Dollars (\$400) per year for family coverage.

8. Employees will be required to obtain pre-certification on hospital admissions, chiropractic and physical therapy. Second opinions will be required for non-emergency surgery. The County will pay all costs in securing second opinions. The level of benefits for such items remains the same. Failure to obtain pre-certification or second opinion will result in a penalty of doubling the annual deductible. Such penalty can be imposed only once in the year. All employees will receive training and a booklet explaining the new program prior to the effective date of these changes.

## ARTICLE XI

### WORK SCHEDULE, OVERTIME

1. A. All Employees in the bargaining unit, except those specified below, shall be placed on a work schedule which shall consist of five (5) days of work followed by two (2) days off, followed by five (5) days of work followed by three (3) days off, and so on, continuing to alternate two (2) and three (3) days of time off after every five (5) days of work. This work schedule is commonly known as the "5-2; 5-3 work chart".

B. Those persons who may be excepted from the 5-2/5-3 work chart are as follows:

- (A) Non-uniformed Detectives
- (B) Communications Officer
- (C) Traffic Safety
- (D) Officers on Detached Service or on Temporary Duty Out of the Bergen County Police Force (except Bergen County Narcotics Task Force)
- (E) Operations/Headquarters Personnel
- (F) Training Officers

Persons in the stated categories, which are the only

exceptions to the 5-2/5-3 work chart, shall receive sixteen (16) annual schedule compensation (S.C.D.) days. A schedule compensation day is an eight (8) hour tour of duty which is given as a day off from the schedule with full compensation. Schedule compensation days shall be scheduled with the Department.

2. Overtime shall be defined under this clause as work in excess of eight (8) hours in any calendar day or where an Employee is caused to work on his regular scheduled day off (R.D.O.). A regular day off shall be defined pursuant to the "5-2/5-3 work chart" as is provided above. The R.D.O. for persons covered by Paragraph 1(B) above shall be defined by the regular work chart posted for their respective assignments. In all other circumstances and in all other contingencies, the past practice with regard to overtime and entitlement to overtime shall not be affected by this clause and shall continue unaltered.

3. The regular hourly rate for all Employees covered by this Agreement shall be computed by dividing the Officer's annual compensation by one thousand nine hundred fifty (1,950) hours. The overtime rate shall be computed by multiplying the hourly rate by one hundred fifty (150%) percent (time and one-half (1½)).

4. The annual work schedule for Employees covered by this Agreement shall be posted not later than January 1 of the schedule year.

5. Any Employee who shall be called back to duty shall be

paid at the rate of time and one-half (1½), provided, however, if the Employee is called back to duty, he shall be paid a minimum of four (4) hours or the actual hours worked, whichever is greater. Call back shall mean, any Employee called to duty more than one (1) hour prior to commencement of the assigned tour of duty, provided that the Employee is called back after he has left his assignment.

6. If any Employee is called to duty on his day off, he shall be paid a minimum of four (4) hours pay at time and one-half (1½). If he is on duty for more than four (4) hours, he shall be paid for a full day at time and one-half (1½).

7. Employees shall be entitled to be paid for Court appearance on after duty hours or on days off in accordance with the above Paragraphs, whichever may apply.

8. If the regularly scheduled day or tour of duty of an Employee has been established in advance by a schedule and is changed from that day or tour of a day by the Department Head within seventy-two (72) hours of the scheduled day or tour, then the Employee shall receive overtime for the new hours he is assigned to work at time and one-half (1½).

9. Overtime will be offered to regular full time Employees of the Department in order of preference based upon a rotating seniority roster within rank. All overtime shall be scheduled to give as near as practicable an equal amount of overtime to all personnel. Overtime shall be offered to the first name appearing

on the roster as may then be in effect. Thereafter, overtime shall be offered to the next person as his or her name may appear on the list of suitable overtime as shall become available.

(A) Overtime may occur when the first eligible name is assigned. In that event, the overtime shall be offered to the next person.

(B) Some personnel may not desire overtime and may request in writing his or her name be passed over on said list as overtime would have been offered. This may be granted by the Chief or his representative but a person may not decline in an emergency or where he is directly ordered to duty.

(C) There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the County to bypass an Employee or Employees on the seniority list. While this Agreement contemplates such possibilities it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purpose of the overtime roster. The purpose of this clause is to equalize overtime among Employees and shall not be defeated by the County's selection of special persons for special

details.

(D) Overtime shall be offered without favoritism. At the end of each three (3) months of the year, two (2) representatives of the Local shall meet with the Chief or his representative and review the overtime of the personnel.



## ARTICLE XII

### PAY DURING ABSENCE

1. Unscheduled Absences - If for any reason, an Employee is unable to report for duty, he must notify his Department Head as soon as possible, and before his scheduled starting time.

2. Sick Leave - All Employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days [one and one-fourth (1¼) per month] in each calendar year thereafter which shall accumulate from year to year.

(A) Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee or necessary attendance upon a member of the immediate family, or any permanent member of the household.

(B) To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the Officer in charge at least one (1) hour before the commencement of his scheduled tour of duty. Said notice shall state the

nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

(C) The County shall be permitted to send to the home of any Employees reporting sick any duly New Jersey licensed medical doctor to examine said Employee. No other person shall be directed or authorized to visit the home of an Employee.

(D) The cause for an Employee's absence must be reported daily unless he provides an adequate explanation which will encompass an absence occurring over a longer period.

(E) In any sick leave of less than five (5) consecutive working days, no doctor's certificate shall be required. In any sick leave of five (5) consecutive work days not inclusive of regular days off or more, a doctor's certificate must be submitted.

(F) In the event the County requires an examination by the Police surgeon or any other New Jersey licensed physician selected by the County, the cost of said examination shall be borne by the County.

(G) Employees who do not use any sick days during January, February, March or any succeeding quarter of the year shall receive one extra day of vacation leave for

each such quarter up to a maximum of 4 extra vacation days.

3. Injury Leave

(A) Injury leave, as distinguished from sick leave, shall mean paid leave given to an Employee due to absence from duty caused by an accident, illness or injury which occurred while the Employee was performing his duties and which is covered by Workers' Compensation Insurance.

(B) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers' Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the Employee. If an Employee, absent from work due to an accident, wilfully fails to fulfill all of the conditions necessary to receive compensation benefits, he shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.

(C) The payments enumerated above will be made for a period not in excess of one hundred thirty-five (135) working days for each new and separate injury. After all injury leave is used, the Employee may be granted additional injury leave only upon approval of the County Executive. After all injury leave is used, the Employee may elect to use any sick leave, vacation or compensatory time due him at the time of the injury.

(D) Use of Injury Leave - Any Employee absent from duty due to an accident, illness or injury covered by Workers' Compensation Insurance, who has completed three (3) months service, will be compensated by the County at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Workers' Compensation under the terms of the New Jersey Workers' Compensation Act. In the event that the State determines in favor of the Employee, sick leave so charged shall be re-credited to the Employee's sick leave accrual balance.

(E) Contested Injuries - Charges may be made against sick leave accrual, if any, in any case where the County is contesting that the injury occurred on the job or is job related. In the event that the State determines in favor of the Employee, sick leave so charged shall be re-credited to the Employee's sick leave accrual balance. In the event eligibility for payment is denied by the State, the Employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of his injury, and to use vacation leave.

(F) Medical Proofs - In order to limit the obligation of the County for each new separate injury, the County may require the Employee to furnish medical proof or submit to a medical examination by the County at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the County Service.

(G) When an Employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for him to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the Employee can return to duty.

(1) Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the Employee's health and the time of his anticipated return to duty where the Employee elects to use his private physician.

(2) In the absence of such certification, the Employee shall be removed from injury leave.

#### 4. Funeral Leave

(A) Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of Employee or Employee's spouse, grandchildren or any other relative residing in the Employee's household. Said death leave shall not be charged against Employee's sick leave.

#### 5. Terminal Leave

(A) An Employee, upon retirement (Service Retirement,

Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement, Special Retirement and Deferred Retirement), shall be granted a terminal leave lump sum payment in accordance with Option 1, Option 2, or Option 3 which the Employee elects:

(1) Option 1 - One-half ( $\frac{1}{2}$ ) of the Employee's earned and unused accumulated sick leave multiplied by his daily rate of pay received at the effective date of his retirement, provided however, that no such lump sum payment shall exceed Eighteen Thousand (\$18,000.00) Dollars. The retiring Employee shall have the option of deferring said entitlement to the first month of the succeeding calendar year.

(2) Option 2 - Two (2) days of pay for each full year's service with the County of Bergen.

(3) Option 3 - One-Half ( $\frac{1}{2}$ ) of the employee's earned and unused accumulated sick leave multiplied by his/her daily rate of pay received at the effective date of his/her retirement, provided that however, that no such lump sum payment shall exceed Twenty-five Thousand Dollars (\$25,000). The retiring employee shall have the option of deferring said entitlement to the first month of

the succeeding calendar year. In order to be eligible to use option 3 as stated herein, the retiring employee shall not have used more than ten (10) sick leave days within a preceding twelve (12) months prior to the date of retirement.

(B) In the event of the death of an active Employee who has vested rights, terminal leave shall be paid to his estate in accordance with the option selected.

6. Leave of Absence

(A) Leave Without Pay - A permanent Employee may, for reasons satisfactory to the County, be granted a personal leave of absence without pay or services credit for time absent for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the County.

(1) Ordinarily, a personal leave of absence or an excused absence will not be granted to an Employee for the purpose of seeking or accepting employment with any other Employer.

(2) Personal leaves of absence are granted with the understanding that the Employee intends to return to his County duties. If an Employee fails to return within five (5) working days after the

expiration of the leave or excused absence, he may be considered to have resigned and not in good standing.

(3) Employees on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

(B) Military leave shall be granted as prescribed by the Federal and State law.



## ARTICLE XIII

### VACATION

1. Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Department.

2. The vacation period shall commence January 1 and continue until December 31 of each year. The vacation allowance shall be as follows:

(A) Employees shall earn one (1) day per month in the first year of employment for the first eleven (11) months and four (4) days eligibility in the twelfth month, provided the initial date of hire commences on or before the fourth calendar day of the month.

(B) From the beginning of the second year, to and including the fifth year, Employees shall earn vacation at the rate of one and one-fourth (1¼) days per month.

(C) From the beginning of the sixth year and thereafter, Employees shall earn vacation at the rate of one and two-thirds (1-2/3) days per month.

(D) Vacation may be accumulated as set forth in the Civil Service Act.

(E) No Employee who is on vacation shall be recalled

except in the case of a Departmental Mobilization by the Chief of Police to meet a clear and present danger confronting Bergen County.

(F) Vacations shall be selected on a rotating seniority by rank basis (disputes shall be settled on an initial date of hire basis) which shall be established by the Department. Once an Employee selects two (2) or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list has been exhausted, at which time the process shall be continued. A single pick shall not consist of more than twelve (12) consecutive working days during prime time. Prime time shall consist of the time period between the last week in June and Labor Day.

## ARTICLE XIV

### PERSONAL LEAVE

Each Employee shall be entitled to take two (2) day of personal leave with pay per year. The Chief or his appointee must be notified of the personal leave request and prior approval of the Chief or his appointee must be obtained.

## ARTICLE XV

### HOLIDAYS

1. All Employees, in addition to their regular wages, shall receive fourteen (14) holidays and any other full day or part day holiday granted other County Employees. Bergen County observes the following holidays:

- (A) New Year's Day
- (B) Martin Luther King's Birthday
- (C) Lincoln's Birthday
- (D) President's Day
- (E) Good Friday
- (F) Memorial Day
- (G) Independence Day
- (H) Labor Day
- (I) Columbus Day
- (J) Election Day
- (K) Veteran's Day
- (L) Thanksgiving Day
- (M) Friday after Thanksgiving
- (N) Christmas Day

2. Holidays falling within a period of paid absence will entitle the Employee to pay for such holidays. Periods of paid

absence are: Sick Leave, Injury Leave, Terminal Leave, Funeral Leave and Vacation Leave. Previously established payroll policies as to holiday pay shall be maintained.

3. All Employees shall have holiday money folded into their respective biweekly compensation throughout all employees' careers.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the County and the Local as quickly as possible, so as to insure efficiency and promote Employees' morale.

2. The term "grievance" shall mean any dispute between the Employer and the Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement, or a dispute between the same parties concerning rules, regulations, or administrative decisions qualifying as terms and conditions of employment and which intimately and directly affect the work and welfare of the Employees.

3. All grievances shall be processed as follows:

(A) STEP ONE - Grievances shall be reduced to writing by the grievant Local or Employee(s) and submitted to the Chief, or any person designated by him, and the answer to such grievances shall be made in writing, with a copy to the Local or Employee(s) within five (5) days of their submission.

(B) STEP TWO - If the grievances are not settled by STEP ONE, then the Local or Employee(s) shall have the right to submit such grievances to the County

Administrator. A written answer to said grievances shall be served upon the individual and the grievance committee within seven (7) calendar days after submission.

4. If the grievances are not settled by STEP ONE and STEP TWO, then the Local and/or Employee(s) within ten (10) working days after a written decision (STEP THREE) shall have the right to submit only such grievances which are claimed violations, misinterpretation, or misapplication of the terms of this Agreement and the above referenced rules, regulations, or administrative decisions directly affecting them to an Arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission. The Arbitrator appointed shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the above referenced rules, regulations or administrative decisions. The Arbitrator's decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the Arbitrator and his expenses shall be borne equally by both parties.

5. Nothing herein shall prevent any Employee from processing his own grievance, providing the Local and representatives may be present.

6. Appeals from a suspension of more than five (5) days or

a dismissal shall be made through the Civil Service procedures and may not be grieved.

7. Grievances must be initially filed within thirty (30) days of the incident, or the Employee's knowledge of such incident.

8. The PBA President shall receive copies of all grievances that have not been presented to the Chief by the PBA.



## ARTICLE XVII

### LOCAL REPRESENTATIVES AND MEMBERS

1. Authorized representatives appointed by the Local, not to exceed four (4), shall be authorized to discuss with the Department head any questions concerning the terms of this Agreement.

2. During negotiations the authorized representatives of the Local, not to exceed six (6) Bergen County Police Officers, shall be excused from normal duties to attend the scheduled negotiations.

3. The President and an Officer of his choice on tour of duty shall be excused from duty for attendance at the regular monthly meeting of the Local.

ARTICLE XVIII

RETENTION OF CIVIL RIGHTS

Employees shall retain all civil rights under the New Jersey Law.

## ARTICLE XIX

### BILL OF RIGHTS FOR COUNTY POLICE OFFICERS

All Employees shall be entitled to the protection of what shall be termed the Bill of Rights for County Police Officers. Investigations of Bergen County Police Officers shall be conducted in the following manner:

- (A) The interrogation of an Employee shall take place at a location designated by the investigating Officer. If practicable it will be at the Bergen County Police Headquarters.
- (B) The Employee shall be informed of the name, rank, and command of the Officer in charge of the investigations and those persons present during the investigations.
- (C) The Employee shall be informed of the nature of the charge for which he is under investigation.
- (D) If the Employee is a suspect in a criminal matter, he shall be read his rights under the appropriate Court decision.
- (E) There is no obligation on the County Police Department to provide an opportunity for an Employee to consult with counsel or anyone else

when questioned by a Superior Officer about his duties or matters relevant to his fitness for Police service, except in cases where the Police Officer's job is in jeopardy, or in cases of pending suspension where the Employee under investigation has the right to consult with an attorney. The Chief, or the Officer in charge in the absence of the Chief, may, in his discretion, afford an opportunity for an Employee, if he so requests, to consult with counsel or a representative of the Local before being questioned concerning a violation of the Rules and Procedures of the Department. The interrogation may not be postponed for more than one (1) hour.

## ARTICLE XX

### AGREEMENTS

The County agrees not to enter into agreement with anyone but the recognized law enforcement Local with regard to personnel covered by this Agreement.

ARTICLE XXI

INSURANCE AND WELFARE

1. The County shall continue to maintain and provide liability insurance of the type now in force and effect, including false arrest, at the present levels of One Million (\$1,000,000.00) Dollars per man and One Million (\$1,000,000.00) Dollars per incident.

2. The County shall supply to Employees all necessary legal assistance in the defense of civil claims for personal injury, death or property damage arising out of and in the course of their employment. The County shall pay and satisfy all judgments against said Employees as a result of said claims, provided, however, that the Employer's insurance carrier may handle the matter. The County shall provide legal counsel at its cost as required by State statute.

## ARTICLE XXII

### CLOTHING ALLOWANCE

1. Employees covered by this Agreement shall be entitled to an annual uniform allowance for each year during the term of this Agreement. Payment shall be made annually in a lump sum prior to April 15 of each year.

2. The annual clothing allowance shall be Eight Hundred Fifty (\$850.00) Dollars.

3. If an Employee's uniform or equipment is damaged, destroyed or lost in the course of said Employee's Police actions, such item(s) of uniform or equipment shall be repaired or replaced by the Employer at no cost to the Employee. The benefit guaranteed by this Paragraph shall be in addition to the benefit set forth in the First and Second Paragraphs of this same **Article**.

## ARTICLE XXIII

### SHIFT DIFFERENTIAL

1. Employees in shift positions shall be paid additionally a differential of Forty-five (\$.45) Cents per hour for Shift Three (afternoon and evening shift), and Fifty (\$.50) Cents per hour for Shift One (night and morning).

2. All bargaining unit employees shall receive the annual sum of two thousand six hundred eight (\$2,608.00) dollars regardless of assignment. This payment shall be in lieu of any hourly shift differential payment as defined in paragraph 1 of this Article.

Such sum shall be paid in 26 equal payments per year, to coincide with the payroll periods throughout the year and shall be made only so long as the employee works in the specified work schedule.



## ARTICLE XXIV

### SPECIAL DUTY PAY

All persons who are members of Special Teams (Water Search & Recovery Team, Bomb Squad, Hostage Negotiators, Mounted Unit, Medical Examiner's Investigator, S.W.A.T. Team, K-9 Units, Detectives, Traffic Safety Personnel and Radiological Personnel) shall receive One Thousand Five Hundred (\$1,500.00) Dollars annually. Members of Special Duty teams and squads shall be entitled to one payment, regardless of the number of teams or squads on which they serve.

ARTICLE XXV

BULLETIN BOARD

1. The County will supply one (1) bulletin board for the use of the Local to be placed in a conspicuous location.

2. The bulletin board shall be for the use of the Local for the posting of notices and bulletins pertaining to Local business and activities or matters dealing with the welfare of Employees.

3. No matter may be posted without receiving permission of the officially designated Local representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

## ARTICLE XXVI

### PERSONNEL FILES

1. A separate personnel history file shall be established and maintained for each Employee covered by this Agreement. Personnel history files are confidential records and shall be maintained in the office of the Chief of Police.

2. Any member of the Police Department may, by appointment, review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

3. Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

4. All personnel history files will be carefully maintained and safeguarded permanently. Nothing placed in this file shall be removed therefrom except as provided in Section 5.

5. Any record or notation of reprimand or any disciplinary action shall, upon demand by the Employee, be removed from said Employee's files if there is a resolution of the allegation, charge or complaint in the individual's favor by a Court, administrative proceeding or Civil Service decision.

ARTICLE XXVII

CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree and execute such Agreement in writing.

ARTICLE XXVIII

EDUCATIONAL INCENTIVE

The following annual increments shall be paid to Employees covered by this Agreement who have successfully completed degree requirements in Police Science or related fields:

- (A) Associate Degree.....\$325.00
- (B) Bachelor's Degree.....\$425.00
- (C) Master's Degree.....\$525.00
- (D) Doctorate.....\$625.00

Said amounts shall be paid annually in a lump sum commencing with the calendar year of degree qualifications.

## ARTICLE XXIX

### MATERNITY LEAVE

A female Employee, upon her request may be granted permission to use accumulated sick leave for maternity purposes. In those instances where the Employee's sick leave is limited and when requested by the Employee, the County may approve a leave of absence without pay not to exceed six (6) months. A period of leave prior to the infant's birth may be granted if medical necessity requires. Maternity leave shall not extend beyond six (6) months following the birth of the infant regardless of whether such leave was with pay, without pay, or a combination of the two (2). Upon the expiration of the maternity leave provided herein a leave of absence, without pay may be granted. An Employee who elects to return to active status following her maternity leave shall be returned to full time employment only.

## ARTICLE XXX

### FAIR SHARE PAYMENTS

1. The County will withhold, from the salaries of those Employees who are covered by this Agreement and who have not executed authorizations permitting the Employer to withhold the full amount of union dues, a representation fee in lieu of dues which shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by Local 49 to its own members, less the costs of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed eighty-five (85%) percent of the uniform annual dues charged by Local 49 to its members. The Employer shall forward the amount so deducted to the Local. The Local represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements imposed upon the Local pursuant to Law, 1979 c. 477 and the Employer's obligation pursuant to this paragraph is contingent upon the Local's continued compliance therewith.

2. The Local will defend, indemnify and save the Employer harmless against any and all demands, suits or other forms of liability which may arise out of or by reason of action taken by the Employer pursuant to this Article.

3. In the event that Employees hired after the effective date of this Agreement do not within sixty (60) days of the date of hire execute written authorizations for withholding of union dues pursuant to this Article, then the provisions of Paragraph One (1) hereinabove shall be effective.



ARTICLE XXXI

SAVINGS CLAUSE

1. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be held to be invalid, the remainder of this Agreement or the application of such provision to other person or circumstances shall not be affected thereby.

2. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

ARTICLE XXXII

EMPLOYEE SAFETY

1. Each Employee covered by this Agreement shall be supplied with a bullet proof vest.

2. A vest shall be replaced on demand, at the Employer's expense, where it can be shown that the vest is not serviceable. Where there is a dispute, the manufacturer shall inspect the vest.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

FOR THE COUNTY OF BERGEN

Van Pender

BERGEN COUNTY POLICE,  
PBA LOCAL 49

Mark J. Steinhardt  
President

John W. Roberts  
Vice-President

Edward Grace  
State Delegate

Unf. Citelli

Cal Jepsal

C. T. T. T.

Ed. J. J.

ATTEST:

Charles A. Minsky  
County Administrator Acting  
For Clerk to the Board

ATTEST:

B. J. J.

APPENDIX A

SALARY SCHEDULE

2000 SALARIES

Police Officer

During First Year.....	\$ 17,000.00
During Second Year.....	\$ 38,658.00
During Third Year.....	\$ 60,312.00
After Three (3) Years (Max).....	\$ 81,970.00
Sergeant.....	\$ 89,347.00
Lieutenant.....	\$ 97,389.00
Captain.....	\$106,154.00
Inspector.....	\$115,707.00

APPENDIX B

BERGEN COUNTY LAW ENFORCEMENT AGENCIES

- |                             |                        |
|-----------------------------|------------------------|
| 1. Fort Lee                 | 16. Englewood          |
| 2. Tenafly                  | 17. Waldwick           |
| 3. Rochelle Park            | 18. Montvale           |
| 4. Oradell                  | 19. Hillsdale          |
| 5. Hackensack               | 20. Ho-Ho-Kus          |
| 6. Wyckoff                  | 21. Saddle River       |
| 7. Oakland                  | 22. Ridgewood          |
| 8. Rutherford               | 23. Franklin Lakes     |
| 9. Bergen County Prosecutor | 24. Glen Rock          |
| 10. Mahwah                  | 25. Closter            |
| 11. South Hackensack        | 26. Ramsey             |
| 12. Harrington Park         | 27. Old Tappan         |
| 13. Woodcliff Lake          | 28. Paramus            |
| 14. Englewood Cliffs        | 29. Allendale          |
| 15. East Rutherford         | 30. Upper Saddle River |